

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

VISION INFORMATION)	
TECHNOLOGIES, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 15-cv-10592
)	
VISION IT SERVICES USA, INC. and)	
SRINIVASARAO NIMMAGADDA,)	
)	
Defendants.)	

PERMANENT INJUNCTION

Upon stipulation of the Plaintiff, VISION INFORMATION TECHNOLOGIES, INC. (“VISION INFORMATION”) and the Defendants, VISION IT SERVICES USA, INC., now known as Green It Solutions, Inc. (“GREEN IT”) and SRINIVASARAO NIMMAGADDA (“NIMMAGADDA”), and the Court being fully advised in the premises;

It is hereby FOUND, that:

1. The Court has jurisdiction over the parties and the subject matter;
2. VISION INFORMATION is the owner of United States Trademark Registration No. 3,536,872 [hereinafter “the ‘872 Registration”] for the word mark VISIONIT [hereinafter the “Mark”] and has used the Mark to advertise the services described in the ‘872 Registration, in interstate commerce, since at least

June 2, 1997;

3. The Mark has achieved incontestable status, as a Section 15 affidavit was filed in connection with the '872 Registration, stating that the Mark has been in continuous use for over five years;

4. VISION INFORMATION sued GREEN IT and NIMMAGADDA in this Court, alleging causes of action for common-law and federal trademark infringement and common-law and federal unfair competition;

5. VISION INFORMATION alleges that GREEN IT and NIMMAGADDA's use of the Mark has infringed VISION INFORMATION's rights, creating a likelihood to cause confusion, deception, and mistake;

6. VISION INFORMATION alleges that GREEN IT and NIMMAGADDA have made false descriptions of facts which are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of GREEN IT and NIMMAGADDA with VISION INFORMATION or as to the origin, sponsorship, or approval of GREEN IT and NIMMAGADDA'S goods, services, or commercial activities;

7. GREEN IT and NIMMAGADDA deny the allegations made against them by VISION INFORMATION, dispute the rulings made by this Court, and, by agreeing to this Permanent Injunction, do not admit any liability for any of the claims, or any portion thereof, asserted against them by VISION INFORMATION.

8. The Parties have stipulated and agreed to entry of a permanent injunction, pursuant to which GREEN IT and NIMMAGADDA agree not to use the Mark or colorable imitations thereof;

WHEREFORE IT IS ORDERED, ADJUDGED AND DECREED that effective immediately:

A. GREEN IT and NIMMAGADDA and their officers, agents, servants, employees, affiliates, attorneys, and all persons in active concert or participation with it shall be and are hereby permanently enjoined from:

- (a) Using the term VISIONIT or colorable imitations thereof, for employment hiring, recruiting, placement, staffing and career networking services; employment staffing in the field of information technology; providing an on-line searchable database featuring employment opportunities; outsourcing in the field of information technology; business management services, namely, managing the supply of contracted employees for others; business services, namely, managing third party vendors, suppliers, and contractors on behalf of others; administration of business payroll for others.;
- (b) Using any simulation, reproduction, counterfeit, copy, or

colorable imitation of VISIONIT in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation, or distribution of any service or product;

- (c) Using VISIONIT or any other term confusingly similar to the Mark, alone or in combination with other words or designs, as a trademark, servicemark, trade name, trade name component, web site metatag, link to a web site, or other use in the marketing or advertisement of goods or services or as an identification of goods or services; and
- (d) Expressly or impliedly representing that GREEN IT's and/or NIMMAGADDA's services are affiliated in any manner with VISION INFORMATION or is authorized, sponsored or endorsed by, or otherwise connected with, VISION INFORMATION;

B. This injunction may be enforced by proceedings to punish for contempt, or otherwise, by this Court, or by any other United States District Court in whose jurisdiction GREEN IT and NIMMAGADDA or its, his, or their officers, agents, servants, employees, affiliates, attorneys, all persons in active concert or participation with, and/or

any who receive actual notice of this Order by personal service or otherwise, may be found.

C. The Court will retain jurisdiction over the parties and this matter for the purposes of enforcing the Permanent Injunction, if necessary, pursuant to this Order.

D. This matter is hereby dismissed with prejudice and without costs or attorney's fees to any party.

SO ORDERED.

s/ Nancy G. Edmunds
Honorable Nancy G. Edmunds
United States District Court Judge

Date: June 9, 2016